

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION

TERRY DANIEL,

Plaintiff,

vs.

CITY OF LANETT,

Defendant.

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CV-00-D-400-E

**RELEASE AND SETTLEMENT OF CLAIM**

For the sole consideration of the sum of [REDACTED] the receipt and sufficiency whereof is hereby acknowledged, the undersigned, **Terry Daniel**, hereby fully releases and forever discharges the City of Lanett, and all of its entities, representatives, employees, insurers, agents and assigns (none of whom admit any liability to the undersigned, but expressly deny any liability), from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, arising out of his employment with the City of Lanett to the extent that they relate to, result from or arise out of any act, event, or thing occurring or failing to occur at any time in the past, including and up to the date Terry Daniel executes this Release and Settlement Agreement.

Of the [REDACTED] settlement, [REDACTED] constitutes costs and expenses associated with the litigation of this matter on behalf of the Plaintiff; [REDACTED] constitutes the payment of backpay to be allocated to the Plaintiff; the remainder, [REDACTED] allocated as general compensatory damages.



As a material part of this settlement agreement, damages, as determined by a court of competent jurisdiction, may be imposed upon the Plaintiff upon the breach of the confidentiality agreement contained within this Release and Settlement Agreement.

As part of the consideration for entering into this agreement and release, the parties agree that the fact of the settlement and the amount of the settlement is to be kept confidential and shall not be disclosed, made public, disseminated, released, or otherwise referenced to any person, corporation, or other entity in any manner whatsoever. The parties agree that they will not disclose to any third person the fact of this settlement agreement or the terms of this agreement as to the amount of this settlement or the demands and offers involved in negotiations and discussions leading up to this settlement. It is further understood that the parties may disclose the amount of this settlement to the persons or entities who prepare their federal and state income tax returns; however, the parties shall advise each such person or entity of this confidentiality agreement and their obligations hereunder. Without limiting the generality of the foregoing, the parties agree that no information concerning the amount of this settlement will be provided to any member of the press, to any friend or other third person, whomsoever, and that the parties and their attorneys will not otherwise make public the fact of this negotiation and discussions particularly as to the amounts involved or the facts discussed leading up to the settlement.

Because of confidential nature of the settlement, the Plaintiff agrees that if he is asked regarding the resolution of this case or the case in general, he will merely state that the case has been resolved. He will not make public any amount of the settlement other than to his

accountant needing this information for tax purposes. Otherwise, if the Plaintiff makes the amount of the settlement known to anyone publicly, he will be found to be in violation of this agreement and in contempt of court.

The undersigned hereby declares that the terms of this release and settlement of claim have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, against the City on account of the injuries of the undersigned, and for the express purpose of precluding forever and further or additional claims arising out of the alleged occurrence against the above-described releasees.

The undersigned is under no duress to enter this settlement. Rather, the undersigned person has sought and received the advice and approval of his undersigned attorney. The undersigned person also states that he has fully read this entire document and understands the meaning of each term herein. The undersigned person states that he has fully discussed this matter with his attorney, and has gotten the approval of his attorney before signing this document.

It is understood by and between the parties that this is a compromise settlement only, of a disputed claim, and the City in no way admits liability herein. Rather, the City expressly denies all liability and dispute any possible liability herein. This settlement has been authorized by the City's insurance carrier over the objection of the City simply for the purpose of eliminating uncertainty and precluding any further expense in the future.

Pursuant to the protective order previously entered in this case, as a material part of this settlement, the Plaintiff agrees to return all privileged and confidential documents previously produced by the City in this case. All documents which have been marked privileged and confidential shall be returned by the Plaintiff to defense counsel. It is further understood and agreed by the undersigned that all claims against the releasees asserted in the lawsuit entitled *Terry Daniel v. City of Lanett*, pending in the United States District Court for the Middle Division of Alabama, Eastern Division, Case No. CV-00-D-400-E, be caused to be dismissed, with prejudice, with each party to bear their own costs.

Done this the 24<sup>TH</sup> day of JANUARY, 2001.

Terry L. Daniel  
TERRY DANIEL

SWORN to and Subscribed before me this 24<sup>TH</sup> day of JANUARY, 2001.

M. L. Whij  
NOTARY PUBLIC  
My Commission Expires: 9.8.02

(SEAL)